



U.S. Department of
Transportation

Office of the Secretary
of Transportation

400 Seventh St., S.W.
Washington, D.C. 20590

TAC 97-02

TRANSPORTATION ACQUISITION CIRCULAR

DATE ISSUED: June 25, 1997

TRANSPORTATION ACQUISITION CIRCULAR (TAC) 97-02 SUMMARY OF ITEMS

TAC 97-02 is issued under the authority of the Transportation Acquisition Regulation (TAR) and, unless otherwise specified, all material contained in this TAC is effective on the date issued. The TAR is hereby amended as specified below:

Item I--Streamlined policy formulation approach

Section 1201.301-70 was changed to delete the requirement for collateral requirement submissions for TAR changes and, along with a change to section 1201.304, changed the regulatory formulation process to a more streamlined approach by eliminating the TAR Council System including the committee process.

Replacement pages: 1201-3 thru 1201-5

Item II--Modified definition of agency head and Head of the contracting activity

The term "head of the agency" was changed to mean the Deputy Secretary of Transportation (except for statutorily based or delegated authority specifically given to the Secretary) in accordance with the definition of "agency head" in the Federal Acquisition Regulation as being an "other chief official of an executive agency." In addition, the term "head of the contracting activity" was changed to clarify that the term is the same as "head of the procuring activity."

Replacement pages: 1202-1 & 1202-2

Item ~~III~~—Editorial and administrative change

The citation for section 1203.409 is changed to read "~~1203.405,~~" in the Table of Contents and the respective TAR section to coincide with the change to the FAR.

Replacement pages: TOC, 1203-1 & 1203-2

Item IV--~~Describing~~ agency needs

Part 1211 is changed to add TAR subparts 1211.1 and ~~1211.2,~~ and to add TAR sections 1211.104, ~~1211.104-700,~~ and ~~1211.204-700,~~ which were inadvertently left out of TAC 97-01 dated October 2, 1996.

Replacement pages: TOC, 1211-1 & 1211-2

Item V--Sealed Bidding

Deleted the certification requirement language from section 1214.303.

Replacement page: 1214-1

Item VI--Labor Surplus Area Concerns

Part 1220 title of the cover sheet for (TAR) 48 CFR Part 12 USCG Supplement is changed to read "Labor Surplus Area Contracting" to align it with (FAR) 48 CFR 20 which deleted Labor Surplus Area. The (TAR) 48 CFR 1220 language is retained to comply with Pub. L. 101-255, Coast Guard Authorization Act of 1989.

~~Replacement~~ page: USCG COVER SHEET

Item VII--~~Service Contracting~~

Part 1237 was changed to incorporate editorial corrections.

Replacement pages: TOC, 1237-1

Item VIII--Quality Assurance

Corrected (FAR) 48 CFR 15.804-3(c) to read (FAR) 48 CFR 15.804-1 under section 1246~~k~~701-700.

Replacement pages: 1246-1 & 1246-2

Item IX--Solicitation Provisions and Contract Clauses

Deleted 1252.219-700(b) instructions which pertained to blocks 14, 17, and 18 of the old version of standard form 295.. The October 1995 version does not include these blocks..

Replacement pages: 1252-15 & 1252-16

Item X-9 Part 1253,, Forms

Agency forms DOT F 4220..4, 4220..7,, 4220..43, 4220..44, 4220..45, and 4220..46, are changed to revise the expiration date for the collection requirement ((OMB Control Number 2105-0517)) to read May 31, 2000, and to revise the OMB Paperwork Reduction Statement on each form. Changed Form DOT F 4220..4 to clarify the information required in the 'suml' block of the form, and deleted the certification requirements from forms DOT F 4220..43,, 4220..45,, and 4220..46..

Replacement pages: DOT F 4220..4, 4220..7,, 4220..43, 4220..44,, 4220..45,, and 4220..46

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FILING INSTRUCTIONS

Remove Pages

1201-3 thru 1201-5

1202-1

TOC,, 1203-1 & 1203-2

TOC,, 1211-1

1214-1

1220 USCG Cover Sheet

TOC USCG,, 1237-1 USCG

1246-1 & 1246-2

1252-15 & 1252-16

1253 Forms DOT F 4220.4,,
4220.7,, 4220.43,, 4220.44,,
4220.45,, and 4220.46

Insert Pages

1201-3 thru 1201-5

1202-1 & 1202-2

TOC,, 1203-1 & 1203-2

TOC,, 1211-1 & 1211-2

1214-1

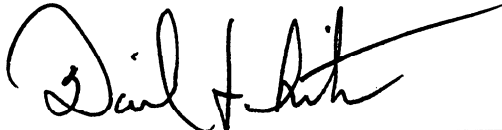
1220 USCG Cover Sheet

TOC USCG,, 1237-1 USCG

1246-1 & 1246-2

1252-15 & 1252-16

1253 Forms DOT F 4220.4,,
4220.7,, 4220.43,, 4220.44,,
4220.45,, and 4220.46



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Senior Procurement Executive

collection may be released prior to OMB approval provided: (1) a statement is included in the solicitation to the effect that contract award will not be made until OMB approval of the information collection requirements of the proposed contract has been obtained; and (2) enough time is permitted to allow receipt of OMB approval prior to contract award.

SUBPART 1201.2-ADMINISTRATION

1201.201 Maintenance of the FAR.

1201.201-4 The two councils.

(b) The SPE is responsible for providing a DOT representative to the Civilian Agency Acquisition Council.

(d) The Office of Acquisition and Grant Management is responsible for Departmentwide review and coordination of cases containing proposed FAR revisions, as necessary, approval of DOT-generated cases, and submission of cases to the Civilian Agency Acquisition Council.

SUBPART 1201.3 - AGENCY ACQUISITION REGULATIONS

1201.301 Policy.

(a') >(1) Acquisition regulations.

(1) *Departmentwide acquisition regulations.* The authority of the agency head under (FAR) 48 CFR 1.301(a)(1) is delegated to the Assistant Secretary for Administration.

((ii)) *Operating administration acquisition regulations.* Operating administration acquisition regulations, and any changes thereto, shall be reviewed and approved by the SPE for insertion into the TAR as a TAR supplemental

regulation before the SPE submits the proposed coverage for publication in the Federal Register in accordance with (FAR) 48 CFR 1.501. Operating administration regulations may be more restrictive or require higher approval levels than those permitted by (TAR) 48 CFR chapter 12 unless specified otherwise.

1201.301-70 Amendment of (TAR) 48 CFR chapter 12.

(a) Changes to the regulation may be the result of recommendations from internal DOT personnel, other Government agencies, or the public. These changes are to be submitted in the following format to the Office of Acquisition and Grant Management, 400 7th Street, S.W., Washington, DC 20590:

(1) PROBLEM: Succinctly state the problems created by current TAR language and describe the factual and/or legal reasons necessitating regulatory change.

(2) RECOMMENDATION: Identify the recommended change by using the current language and lining through the words being deleted and inserting proposed language in brackets. If the change is extensive, deleted language may be displayed by forming a box with diagonal lines connecting the corners.

(3) DISCUSSION: Explain why the change is necessary and how the change will solve the problem. Address any cost or administrative impact on Government activities, offerors, and contractors. Provide any other helpful information and documents such as statutes, legal decisions, regulations, reports, etc.

(4) POINT OF CONTACT: Provide a point of contact for answering

questions regarding the recommendation.

(b) The TAR will be maintained by the SPE through the TAR/TAM change process (i.e., input from various DOT elements including representatives from DOT operating administrations specifically designated to formulate Departmental acquisition policies and procedures).

(1) *Transportation Acquisition Circular (TAC)*. TACs containing loose-leaf replacement pages which revise parts, subparts, or paragraphs (also see (TAR) 48 CFR 1201.301-72 below) will be used to amend (TAR) 48 CFR chapter 12. Each replacement page will bear at the top the TAC number and date. A vertical bar next to the coverage indicates that a change has been made.

(2) *TAR Notice (TN)*.

(i) TNs shall be issued when interim guidance is necessary and as often as may be necessary, under any of the following circumstances:

(A) To promulgate, as rapidly as possible, selected material in a general or narrative manner, in advance of a TAC issuance;

(B) To disseminate other acquisition related information; or

(C) To issue guidance which is expected to be effective for a period of 1 year or less.

(ii) Each TN will terminate upon its specified expiration date.

1201.301-71 Effective date.

Unless otherwise stated, the following applies-

(a) Statements in TACs or TNs to the effect that the material therein is "effective upon receipt," "upon a specified date," or that changes set forth in the document are "to be used upon receipt," mean that any new or revised provisions, clauses, procedures, or forms must be included in solicitations, contracts or modifications issued thereafter; and

(b) Unless expressly directed by statute or regulation, if solicitations are already in process or negotiations complete when the TAC or TN is received, the new information (e.g., forms and clauses) need not be included if it is determined by the chief of the contracting office that its inclusion would not be in the best interest of the Government.

1201.301-72 TAC or TN numbering.

TACs and TNs will be numbered consecutively on a fiscal year basis beginning with number "01" prefixed by the last two digits of the fiscal year (e.g., TNs 94-01 and 94-02 indicate the first two TNs issued in fiscal year 1994).

1201.304 Agency control and compliance procedures.

(a) DOT shall control the proliferation of acquisition regulations and any revisions thereto (except as noted in (b) below) by using an internal TAR change process that involves input from many DOT elements including operating administration representatives on the Procurement Management Council. The operating administration member shall represent their operating administration's viewpoint along with Departmentwide considerations in reaching a decision on TAR changes.

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(b) Operating administration-unique regulations will not be processed through the normal TAR/TAM change process, but shall be reviewed by operating administration legal counsel and submitted to OAGM for review and approval. (See (TAR) 48 CFR 1252.101 for additional instructions pertaining to provisions and clauses.)

SUBPART 1201.470- -DEVIATIONS FROM THE FAR AND (TAR) 48 CFR

1201.403 Individual deviations.

The authority of the agency head under (FAR) 48 CFR 1.403 and (TAR) 48 CFR chapter 12 is delegated to the Head of the Contracting Activity or designee no lower than Senior Executive Service (SES) Flag Officer level. However, see TAM 1201.403.

1201.404 Class deviations.

Class deviations from the FAR and (TAR) 48 CFR chapter 12 may be granted in writing by the Senior Procurement Executive unless (FAR) 48 CFR 1.405(e) is applicable.

SUBPART 1201.6- -CAREER DEVELOPMENT, CONTRACTING AUTHORITY AND RESPONSIBILITIES

1201.602-3 Ratification of unauthorized commitments.

(b) Policy. It is the policy of DOT that all procurements are to be made only by Government officials having authority to make such acquisitions. Procurements made by other than authorized personnel are contrary to Departmental policy and may be considered matters of serious misconduct on the part of the employee making an unauthorized commitment. Consideration will be given to initiating disciplinary action against an employee who makes an unauthorized commitment.

1201.603-1 General.

Each DOT operating administration is responsible for appointing its contracting officers.

PART 1202

DEFINITIONS OF WORDS AND TERMS

SUBPART 1202.1 - DEFINITIONS

1202.1 Definitions.

(a) "Agency," "Federal agency," or "Executive agency" means the Department of Transportation.

(b) "Chief of the contracting office ((COCO))" means the individual(s) responsible for managing the contracting office(s) within an operating administration.

(c) "Contracting activity" includes all the contracting offices within an operating administration and is the same as the term "procuring activity."

(d) "Contracting officer" means an individual authorized by virtue of his/her position or by appointment to perform the functions assigned by the Federal Acquisition Regulation and the Transportation Acquisition Regulation.

(e) "Department of Transportation (DOT)" means all of the operating administrations included within the Department of Transportation.

(f) "Head of the agency" or "agency head" means the Deputy Secretary except for acquisition actions that, by the terms of a statute or delegation, must be done specifically by the Secretary of Transportation.

(g) "Head of the contracting activity ((HICA))" means the individual responsible for managing the contracting offices within an operating administration who is a member of the Senior Executive Service or a flag officer and is the

same as the term "head of the procuring activity."

(h) "Head of the operating administration ((HOA))" means the individual appointed by the President to manage the operating administration. (For acquisition related matters, the Assistant Secretary for Administration is the HOA for the Office of the Secretary ((OSTO)).

(i) "Operating administration" ((OA)) means the following components of DOT:

- (1) Federal Aviation Administration (FAA);
- (2) Federal Highway Administration ((FHWA));
- (3) Federal Railroad Administration ((FRA));
- (4) Federal Transit Administration ((FTA));
- (5) Maritime Administration ((MARAD));
- (6) National Highway Traffic Safety Administration ((NHTSA));
- (7) Transportation Administrative Service Center;
- (8) Research and Special Programs Administration ((RSPA));
- (9) Saint Lawrence Seaway Development Corporation ((SLSDC)); and
- (10) United States Coast Guard ((USCG)).

(j) “*Senior Procurement Executive*” (SPE) means the Director of the Office of Acquisition and Grant Management (M-60).

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PART 1203

**IMPROPER BUSINESS PRACTICES AND
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PART 1203

IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

SUBPART 1203.1 - SAFEGUARDS

1203.101-3 Agency regulations.

(b) 5 CFR 2635, Standards of Ethical Conduct for Employees of the Executive Branch, supersedes the DOT regulation at 49 CFR Part 99.

1203.104-11 Processing violations or possible violations.

(a) The COCO is the reviewing official for processing violations.

(1) When the contracting officer receives information of a violation or possible violation, and concludes that the reported violation or possible violation of the statutory prohibitions has no impact on the pending procurement, the contracting officer shall forward the information required by (FAR) 48 CFR 3.104-11(a)(1) to the COCO for concurrence with the contracting officer's conclusion. If the COCO concurs with the conclusion, the contracting officer shall proceed with the award, and the COCO shall submit the information and conclusion to the HCA.

(2) When the COCO does not concur with the conclusion of the contracting officer, the COCO shall advise the contracting officer to withhold award, and the COCO shall promptly forward the information and documentation to the HCA.

(3) When the contracting officer determines that the information concerning a violation or possible violation will impact the pending procurement, the contracting officer shall promptly forward the

information and documentation to the HCA.

(b) The HCA shall review the information transmitted in accordance with subparagraph (a) (1) through (a)(3) of this section and take appropriate action, as required by (FAR) 48 CFR 3.104-11(b).

(c) If the HCA believes that a violation has occurred and the information should be disclosed to a criminal investigative agency (e.g., the Department of Justice) or that there may be a possible violation, and an investigation should be conducted, the HCA shall obtain guidance from legal counsel and the OIG prior to taking any action.

If the HCA pursuant to (FAR) 48 CFR 3.104-11(f), determines that award is justified by urgent and compelling circumstances, or is otherwise in the interests of the Government, a memorandum of the facts and circumstances shall be signed by the HCA and placed in the contract file.

SUBPART 1203.2 - CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL

1203.203 Reporting suspected violations of the Gratuities clause.

(a) Suspected violations of the Gratuities clause shall be reported to the contracting officer responsible for the acquisition (or the COCO if the contracting officer is suspected of the violation). The contracting officer (or COCO) shall obtain from the person reporting the violation, and any witnesses to the violation, the following information:

(1) The date, time, and place of the suspected violation;

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(2) The name and title (if known) of the individual(s) involved in the violation; and

(3) The details of the violation (e.g., the gratuity offered or intended) to obtain a contract or favorable treatment under a contract.

(b) The person reporting the violation and witnesses (if any) should be requested to sign and date the information certifying that the information furnished is true and correct.

(c) The COCO shall report suspected violations to the Office of the Inspector General (OIG) (J-1), 400 7th Street, S.W., Washington, DC, 20590, with a copy to General Counsel (C-1) and the OA's Chief Counsel.

1203.204 Treatment of violations.

(a) The authority of the agency head established in (FAR) 48 CFR 3.204(a), to determine whether a gratuities clause violation has occurred, has been delegated to the HCA. If the decision maker pursuant to this delegation has been personally and substantially involved in the procurement, the advice of Government legal counsel should be sought to determine whether an alternate decision maker should be designated.

(b) The COCO shall ensure that the hearing procedures required by FAR 3.204 are afforded to the contractor. Government legal counsel should be consulted regarding the appropriateness of the hearing procedures that are established.

(c) If the alleged gratuities violation occurs during the "conduct of an agency procurement" as defined by (FAR) 48 CFR 3.104-4(c)(1), the

COCO shall consult with Government legal counsel regarding the approach for appropriate processing of either the Procurement Integrity Act violation and/or the Gratuities violation.

SUBPART 1203.30-REPORTS OF SUSPECTED ANTITRUST VIOLATIONS

1203.301 General.

(b) The same procedures contained in (TAR) 48 CFR 1203.203 shall also be followed for suspected antitrust violations, except suspected antitrust violations shall be reported through legal counsel in accordance with (FAR) 48 CFR 3.303.

SUBPART 1203.4-CONTINGENT FEES

1203.405 Misrepresentations or I violations of the Covenant Against Contingent Fees.

(a) The same procedures contained in (TAR) 48 CFR 1203.203 shall also be followed for misrepresentation or violations of the covenant against contingent fees.

SUBPART 1203.5-OTHER IMPROPER BUSINESS PRACTICES

1203.502 Subcontractor kickbacks.

1203.502-2 General.

(g) The same procedures contained in (TAR) 48 CFR 1203.203 shall also be followed for subcontractor kickbacks.

SUBPART 1203.8-LIMITATION ON THE PAYMENT OF FUNDS TO INFLUENCE FEDERAL TRANSACTIONS

1203.806 Processing suspected violations.

Contracting officers shall report,

PART 1211

DESCRIBING AGENCY NEEDS

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PART 1211

DESCRIBING AGENCY NEEDS

**SUBPART 1211.11-~~SELECTING~~ AND
DEVELOPING REQUIREMENTS DOCUMENTS**

1211.104 Items peculiar to one manufacturer.

1211.104-70 Offer evaluation and award, brand name or equal descriptions.

(a) An offer may not be rejected for failure of the offered product to equal a characteristic of a brand name product if it was not specified in the brand name or equal description. However, if it is clearly established that the unspecified characteristic is essential to the intended end use, the solicitation may be defective and need to be amended or the requirement resolicited.

(b) The contracting officer shall insert in the solicitation an entry substantially as follows for completion by the offeror in the item listing after each item or component part of an end item to which a brand name or equal purchase description applies:

Offering on:

Manufacturer's Name:

Brand:

No.:

(c) Except when bid samples are requested for brand name or equal procurements, the following note shall be inserted in the item listing after each brand name or equal item (or component part), or at the bottom of each page, listing several such items, or in a manner that may otherwise direct the offeror's attention to this note:

Offerors offering other than brand name items identified herein should furnish with their offers adequate information to ensure that a determination can be made as to the equality of the product(s) offered (see the provision at (TAR) ~~48 CFR 1252.211-700~~, Brand Name or Equal).

**SUBPART 1211.22-~~USING AND~~ MAINTAINING
REQUIREMENTS DOCUMENTS**

1211.204-70 Solicitation provisions and contract clauses.

(a) The contracting officer shall insert the provision at (TAR) ~~48 CFR 1252.211-700~~, Brand Name or Equal, in solicitations using a brand name or equal purchase description whenever practicable.

(b) The contracting officer shall insert the clause at (TAR) ~~48 CFR 1252.211-71~~, Index for Specifications, when an index or table of contents may be furnished with the specification.

**SUBPART 1211.6--~~PRIORITIES~~ AND
ALLOCATIONS**

1211.602 General.

(c) The **USCG** is the only DOT **OA** delegated authority under the Defense Priorities and Allocations System (**DPAS**) regulation (**15 CFR 700**) to assign priority ratings on contracts

and orders placed with contractors to acquire products, materials, and services in support of USCG certified national defense related programs.

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PART 1214

SEALED BIDDING

SUBPART 1214.2- -SOLICITATION OF BIDS

1214.205 Solicitation mailing lists.

1214.205-1 Establishment of lists.

(b) The issuance of a solicitation within a reasonable time (i.e., normally 45 days) after receipt of a SF 129, Solicitation Mailing List Application, constitutes the notification required under (FAR) 48 CFR 14.205-1. If a solicitation is not anticipated for release within a reasonable time after receipt of the SF 129 or if an applicant does not meet the criteria for placement on the list, the contracting officer shall provide a written notification of acceptance or non-acceptance to the applicant within 45 days of application receipt.

(d) Requests for supplemental information shall normally be attached to the SF 129 and forwarded to potential suppliers for completion.

SUBPART 1214.3- -SUBMISSION OF BIDS

1214.302 Bid submission.

(b) Contracting officers may permit telegraphic bids to be communicated by means of a telephone call from the telegraph office to the designated office provided that procedures and controls have been established by the COCO for receiving and safeguarding these incoming bids.

1214.303 Modification or withdrawal of bids.

(b) The receipt required by (FAR) 48 CFR 14.303(b) for withdrawal of a bid in person shall be worded substantially as follows:

*I, as a bona fide agent for I
or representative of*

*(Bidder's name and address), am I
authorized to withdraw the bid
on IFB No. _____
scheduled for opening on _____
and hereby
acknowledge receipt of the
unopened bid.*

(Name and telephone no.)

(Date)

TRANSFORMATION ACQUISITION REGULATION

USCG SUPPLEMENT

PART 1220

LABOR SURPLUS AREA CONTRACTING

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PART 1237**SERVICE CONTRACTING****SUBPART 1237.1--SERVICE CONTRACTS--GENERAL****1237.104 Personal services contracts. (USCG)****1237.104-90 Delegation of authority. (USCG)**

(a) Pub L ~~104-106~~, DOD Authorization Act of ~~1996~~, Section ~~733~~, added Section ~~1091(A)~~ to Title ~~10~~ of the United States Code, which authorizes contracting authority for personal service contracts for medical treatment facilities for the Coast Guard.

(b) The authority of the Secretary of Transportation under Pub. L. ~~104-106~~ to contract for personal service contracts for medical treatment facilities for the Coast Guard is delegated to the HCA with the authority to redelegate to contracting officers under procedures established by the HCA, who will address applicable statutory limitations under Section ~~1091~~ of Title ~~10 U.S.C.~~

SUBPART 1237.901--MORTUARY SERVICES**1237.9000 Solicitation provisions and contract clauses. (USCG)**

(a) The contracting officer shall insert the following clauses in solicitations and contracts for mortuary services. However, USCG clauses (TAR> ~~48 CFR 1252.237-91~~ and ~~1252.237-97~~ shall not be inserted in solicitations and contracts that include port of entry requirements:

(1) (TAR) ~~48 CFR 1252.237-90~~, Requirements;

(2) (TAR) ~~48 CFR 1252.237-91~~, Area of Performance;

(3) (TAR) ~~48 CFR 1252.237-92~~, Performance and Delivery;

(4) (TAR) ~~48 CFR 1252.237-93~~, Subcontracting;

(5) (TAR) ~~48 CFR 1252.237-94~~, Termination for Default;

(6) (TAR) ~~48 CFR 1252.237-95~~, Group Interment;

Permits (7) (TAR) ~~48 CFR 1252.237-96~~, Permits;

(8) (TAR) ~~48 CFR 1252.237-97~~, Facility Requirements; and

(9) (TAR) ~~48 CFR 1252.237-98~~, Preparation History.

(b) The contracting officer shall insert USCG provision (TAR) ~~48 CFR 1252.237-99~~, Award to Single Offeror, in all sealed bid solicitations for mortuary services. Use the basic provision with Alternate I in negotiated solicitations for mortuary services.

(c) The contracting officer shall insert (FAR) ~~48 CFR 52.245-4~~, Government-Furnished Property (Short Form) in solicitations and contracts that include port of entry requirements.

PART 1246

QUALITY ASSURANCE

SUBPART 1246.7--WARRANTIES

1246.701 Definitions.

1246.701-70 Additional definitions.

At no additional cost to the Government, means at no increase in price for firm-fixed-price contracts, at no increase in target or ceiling price for fixed price incentive contracts (see (FAR) **48 CFR 46.7071**), or at no increase in estimated cost or fee for cost-reimbursement contracts.

Defect means any condition or characteristic in any supplies or services furnished by the contractor under the contract that is not in compliance with the requirements of the contract.

Design and manufacturing requirements means structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and finished product tests for the major system being produced.

Major system means a system or major subsystem used directly by DOT to carry out its mission(s), as defined by TAM Chapter **1234**, Major Acquisition Policies and Procedures (for dollar threshold applicable to U.S. Coast Guard, See Coast Guard guidance at (TAR) **48 CFR 1246.701-90**). The term does not include: (a) related support equipment, such as ground-handling equipment, training devices and accessories thereto, unless a cost effective warranty for the system would require inclusion of such items; or (b) commercial items sold in substantial quantities to the

general public as described in (FAR) **48 CFR 15.804-11**.

Performance requirements means the operating capabilities, maintenance, and reliability characteristics of a system that are determined to be necessary for it to fulfill the requirement for which the system is designed.

1246.703 Criteria for use of warranties.

(a) *Major Systems*. The use of warranties in the procurement of major systems by the USCG is mandatory, unless waived (see USCG guidance at (TAR) **48 CFR 1246.792**). Other OAs may use the procedures in USCG guidance in this part as a guideline for major systems acquisitions.

(b) *Other Systems*.

(1) Acquisition of warranties in the procurement of supplies that do not meet the definition of a major system (e.g., spare, repair, or replenishment parts) is governed by (FAR) **48 CFR 46.703**.

(2) Contracting officers should negotiate a warranty that meets or exceeds the requirements of (TAR) **48 CFR 1246.706** when it is advantageous.

1246.705 Limitations.

(a) The following restrictions are applicable to DOT contracts:

(1) The USCG is the only DOT OA which is required to include a warranty in cost reimbursement contracts for the production of major systems acquisitions.

(2) Any warranty on major system acquisitions shall not apply in the case of any system or component thereof which has been furnished by the Government to a contractor except as indicated in the USCG guidance at (TAR) 48 CFR 1246.790-33.

(3) Any warranty obtained shall specifically exclude coverage of combat damage.

1246.706 Warranty terms and conditions.

(a) The contracting officer, in developing the warranty' terms and conditions, shall consider the following, and, where appropriate and cost beneficial, shall:

(1) Identify the affected line item(s) and the applicable specification(s);

(2) Require that the line item's design and manufacture will conform to: (i) an identified revision of a top-level drawing; and/or (ii) an identified specification or revision thereof;

(3) Require that the system conform to the specified Government performance requirements;

(4) Require that all systems and components delivered under the contract will be free from defects in materials and workmanship;

(5) State that in the event of failure due to nonconformance with specification and/or defects in material and workmanship, the contractor will bear the cost of all work necessary to achieve the specified performance requirements, including repair and/or replacement of all parts;

(6) Require the timely replacement/repair of warranted items and specify lead times for replacement/repair where possible;

(7) Identify the specific paragraphs containing Government performance requirements which must be met;

(8) Ensure that any performance requirements identified as goals or objectives in excess of specification requirements are excluded from the warranty provision;

(9) Define what constitutes the start of the warranty period (e.g., delivery, acceptance, in-service date), the ending of the warranty (e.g., passing a test or demonstration, or operation without failure for a specified time period), and circumstances requiring an extension of warranty duration (e.g., extending the warranty period as a result of mass defect correction during warranty period);

(10) Identify what transportation costs will be paid by the contractor in conjunction with warranty coverage;

(11) Identify any conditions which will not be covered by the warranty, other than the exclusion of combat damage; and

(12) Identify any limitation on the total dollar amount of the contractor's warranty exposure, or agreement to share costs after a certain dollar threshold to avoid unnecessary warranty returns.

(b) Any contract that contains a warranty clause must contain warranty implementation procedures, including warranty notification content and procedures, and identify the individuals responsible for

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(End of clause)

1252.219-70 Small Business and Small Disadvantaged Business subcontracting reporting.

As prescribed in (TAR) 48 CFR 1219.708-700, insert the following clause:

SMALL BUSINESS AND SMALL
DISADVANTAGED BUSINESS
SUBCONTRACTING REPORTING
(JUN 1997)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form 295 (SF-295))) to the Department of Transportation, Office of the Secretary, Office of Small and Disadvantaged Business Utilization (S-421), 400 7th St., SW, Washington, DC, 20590.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of clause)

1252.222-70 Strikes or picketing affecting timely completion of the contract work.

As prescribed in (TAR) 48 CFR 1222.101-71(a), insert the following clause:

STRIKES OR PICKETING AFFECTING
TIMELY COMPLETION OF THE
CONTRACT WORK
(OCT 1994)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

1252.222-71 Strikes or picketing affecting access to a DOT facility.

As prescribed in (TAR) 48 CFR 1222.101-71(b), insert the following clause:

STRIKES OR PICKETING AFFECTING
ACCESS TO A DOT FACILITY
(OCT 1994)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either: and (b) impedes or threatens to impede access by any person to a

TAC 97-02

*DOT facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

~~1252.223-70~~ Removal or disposal of hazardous substances - applicable licenses and permits

As prescribed in (TAR) 48 CFR ~~1223.303~~, insert the following clause:

REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (OCT 1994)

The Contractor certifies that it has does not have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it hereby certifies that it will obtain all requisite licenses and permits within days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

~~1252.223-71~~ Accident and fire reporting.

As prescribed in (TAR) 48 CFR ~~1223.7000(a)~~, insert the following clause:

~~1252-46~~ (TAC 97-02)

ACCIDENT AND FIRE REPORTING (OCT 1994)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of \$1,000 or more to Federal property, either real or personal;

(3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

① Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

TAR

DEPARTMENT OF TRANSPORTATION
EMPLOYEE CLAIM FOR WAGE RESTITUTION

OMB Control No. 2105-0517

Expiration Date: May 31, 2000

This collection of information is mandatory and will be used to fulfill the requirements of the Transportation Acquisition Regulation (TAR). Public reporting burden is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Information and Regulatory Offices, 725 17th Street, NW, Washington, DC 20503. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2105-0517.

TO: The General Accounting Office
Claims Division
Washington, DC 20543

CONTRACT NUMBER

DATE OF CLAIM

EMPLOYEE'S FULL NAME

SSN:

I hereby make claim for payment of unpaid wages due me in the amount of \$

as an employee of

(Name of Contractor and/or Subcontractor)

performing work under the above number at

(location of work)

. I was employed

as

during the period from

(job title)

(month/day/year)

to

(month/day/year)

This claim constitutes the total amount claimed due and unpaid for the period of employment indicated.

ADDRESS OF EMPLOYEE

SIGNATURE OF EMPLOYEE

DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S RELEASE

OMB Control No. 2106-0577
Expiration Date: May 31, 2000

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CONTRACTOR (Name and Address)

ENTER SUM OF TOTAL OF AMOUNTS
PAID AND PAYABLE

CONTRACT NO.

\$

Pursuant to the terms of the above numbered contract and in consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or its assignees, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does **remise**, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (or state "None")
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not *known to* the Contractor on the date of the execution of this *release* and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract; and
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under any **provisions** of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said contract, provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESSES WHEREOF, this release has been executed this _____ day of _____, **19** _____.

WITNESSES

(Contractor)

BY

TITLE

NOTE: In the case of a corporation, witnesses are not required but the below statement must be completed.

I, _____, am the _____ secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then _____ of said corporation; release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

CONTRACTOR REPORT OF GOVERNMENT PROPERTY

OMB Control No. 2106-0317
Expiration Date: May 31, 2000

This collection of Information is mandatory and will be used to fulfill the requirements of the Transportation Acquisition Regulation (TAR). Public reporting burden is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Information and Regulatory Offices, 725 17th Street, NW, Washington, DC 20503. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2106-0317.

1. Contract Number: _____

2. Report Period Ending: _____

3. Contractor (Name and Address)

4. Contracting Office (Name and Address)

5. Name and location of Government-Owned, Contractor-Operated Plant (if applicable)

6. Any Government property located at a subcontractor's plant? _____ Yes _____ No. If yes, give the name and address of the subcontractor(s) on an attached sheet to this report.

7. Date contractor's property control system approved? _____

8. Approved by whom? _____
Name of Agency/Office

9 Property Class (See FAR 45.5)	Starting Balance		Items Added in \$	Items Deleted in \$	Ending Balance	
	Total Acquisition Cost (in dollars)	Total Quantity (in acres or units)			Total Acquisition Cost (in dollars)	Total Quantity (in acres or units)
a. Land & Rights Therein						
b. Other Real Property						
c. Plant Equipment						
d. Special Test Equipment						
e. Special Tooling						
f. Materials in Stock (when total value exceeds \$50,000)						

NOTE: This report shall include all Government property (i.e., property furnished by the Government, or acquired or fabricated by the contractor or subcontractors). By signature hereon, the contractor's property administrator declares that the report was prepared from the contractor's records that are required by FAR 45.5.

10. Typed Name of Contractor Property Administrator

11. Signature and Date

CONTRACT PRICING SUMMARY (For New Contracts Including Letter Contracts) (See Instructions on Reverse)						PAGE OF PAGES	
This form is for use in support of Standard form 1411 prescribed by GSA, FAR (41 CFR) 59.6152(a), Format 7A.						OMB Control No. 2105-0517 Expiration Date: May 31, 2000	
<p>This collection of information is mandatory and will be used to fulfill the requirements of the Transportation Acquisition Regulation (TAR). Public reporting burden is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the CAR Secretariat (VRB), Office of Federal Acquisition and Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Information and Regulatory Offices, 725 17th Street, NW, Washington, DC 20503. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2105-0517.</p>							
NAME OF OFFEROR				SUPPLIER AND/OR SERVICE TO BE FURNISHED			
HOME OFFICE ADDRESS							
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED				GOVT SOLICITATION NOS.			
DETAIL DESCRIPTION OF COST ELEMENTS							
1. DIRECT MATERIAL				EST COST (\$)	TOTAL EST COST	REFERENCE	
A. PURCHASED PARTS							
B. SUBCONTRACTED ITEMS							
C. OTHER -- (1) RAW MATERIAL							
(2) STANDARD COMMERCIAL ITEMS							
TOTAL DIRECT MATERIAL							
2. MATERIAL OVERHEAD (Rate % X \$ base =)							
3. DIRECT LABOR			ESTIMATED HOURS	RATE/ HOUR	EST COST (\$)		
TOTAL DIRECT LABOR							
4. LABOR OVERHEAD			O.H. RATE	X BASE =	EST COST (\$)		
TOTAL LABOR OVERHEAD							
5. OTHER DIRECT COSTS				EST COST (\$)			
A. SPECIAL TOOLING/EQUIPMENT							
TOTAL SPECIAL TOOLING/EQUIPMENT							
B. TRAVEL				EST COST (\$)			
(1) TRANSPORTATION							
(2) PER DIEM OR SUBSISTENCE							
TOTAL TRAVEL							
C. INDIVIDUAL CONSULTANT SERVICES				EST COST (\$)			
TOTAL INDIVIDUAL CONSULTANT SERVICES							
D. OTHER				EST COST (\$)			
TOTAL OTHER							
SUBTOTAL DIRECT COST AND OVERHEAD							
6. GENERAL AND ADMINISTRATIVE EXPENSE (RATE % X \$ BASE (AS COST ELEMENT NOS.))							
7. ROYALTIES							
SUBTOTAL ESTIMATED COST							
8. CONTRACT FACILITIES CAPITAL AND COST OF MONEY							
SUBTOTAL ESTIMATED COST							
11. FEE OR PROFIT							
TOTAL ESTIMATED COST AND FEE OR PROFIT							

INSTRUCTIONS FOR COMPLETING CONTRACT PRICING SUMMARY

Offerors are instructed to prepare their cost proposals **in sufficient detail** to permit thorough and complete evaluation by the Government. A separate DOT F 4220.44 is required for the basic and each option period (if applicable). The supporting data for the DOT F 4220.44 shall be as follows. (NOTE: The DOT F 4220.44 shall be used to implement the requirements of the SF 1411 and does not relieve offerors from complying with FAR 15.804-6 requirements.)

(a) The basis for all proposed **rates** (including a copy of the indirect cost pool and a computational trail used to arrive at the proposed **rate** shall be **clearly identified** when the **proposed rates** are **not** approved by a Government audit agency for use in proposals; or approved by the **Government** audit agency, but the **approval** is **12 months or more old**. State **rather** an approved (within **12 months**) Government audit agency **rate** was used.

(b) The information below clarifies FAR 15.804-6 requirements for specific cost elements. The cost elements listed below shall be supported, as a minimum, with the following:

1. DIRECT MATERIAL

A. **Purchased Parts**: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoices prices, etc.). Give details on an attached schedule.

B. **Subcontracted Items**: Show **the** total cost of subcontract effort and provide a separate SF 1411 and supporting DOT F 4220.44 for each subcontractor or written quotations **from** the prospective subcontractor in accordance with FAR 15.806-2.

C. Other

(1) **Raw Material**: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. **Show total cost and** give details on an attached schedule.

(2) **Standard Commercial Items**: Consists of items that the offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. **If** price is based on **cost**, provide a cost breakdown; if priced at other than cost, provide **justification** for exemption from submission of **cost** or pricing data, as required by FAR 15.804-3(e). Show total cost and give details on an attached schedule.

2. MATERIAL OVERHEAD

Show cost here only if your accounting system provides for such cost segregation and only if this cost is not computed as **part** of labor overhead (item 4) or General and Administrative (G&A) (item 6).

3. DIRECT LABOR

Show the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Indicate whether actual **rates** or **escalated rates** are used. If escalation is included, state the degree (percent) and rationale used.

4. LABOR OVERHEAD

See paragraph (a) above.

5. OTHER DIRECT COSTS

(A) **Special Tooling/Equipment**. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.

(B) **Travel**. **Identify** and support each trip proposed and the persons (or disciplines) designated to make each trip. **Identify** and support transportation and per diem **rates**.

(C) **Individual Consultant Services**. Identify and support the proposed contemplated consultants. State the amount of service estimated to be required and the **consultant's** quoted daily or hourly **rate**.

(D) **Other Costs**. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer **services**, preservation, packaging and packing, leasing of equipment) and provide bases for pricing.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See paragraph (a) above and base approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than **\$250**, provide the following information on a separate page for each separate royalty or license **fee**; name and address of **licensor**; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is **payable**; brief description (including any part of model numbers of each contract item or **component** on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if **specifically** requested by the Contracting **Officer**, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37)

8. SUBTOTAL ESTIMATED COST

Enter the total of **all** direct and indirect costs excluding Contract Facilities Capital and Cost of Money and Fee or Profit

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Show total cost on line 9 and attach supporting **calculations** on the **CASB-CMF** forms. (See FAR 31.205-10).

10. SUBTOTAL ESTIMATED COST

Enter the total of **all** proposed costs excluding Fee or Profit and insert this amount in Section **6.A.** of SF 1411.

11. FEE OR PROFIT

Enter this proposed Fee or Profit and insert this amount in Section **6.B.** of SF 1411.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Enter the total estimated cost including Fee or Profit.

(c) Under the column entitled, "**Reference**," **identify** the attachment where information supporting the **specific** cost element may be found.

CUMULATIVE CLAIM AND RECONCILIATION STATEMENT

- M O . 2105-0517

Expiration Date: May 31, 2009

This collection of information is mandatory and will be used to fulfill the requirements of the Transportation Acquisition Regulation (TAR). Public reporting burden is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, OSA, Washington, D.C. 20405; and to the Office of Management and Budget, Information and Regulatory Offices, 725 17th Street, NW, Washington, DC 20503. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2105-0517.

1. Name of Contractor _____
2. Address of Contractor _____

3. Contract No. _____

4. Delivery/Task Order No. _____

5. The total amount claimed under the above numbered contract, delivery order, or task order number is as follows:

a. Direct Labor..... \$ _____
b. Direct Material..... \$ _____
c. Other Direct Costs..... \$ _____
d. Overhead..... \$ _____
e. G&A..... \$ _____
f. Subcontract Cost..... \$ _____
g. Total Costs (5a through 5f)..... \$ _____
h. Fixed Fee..... \$ _____
i. Total Amount Claimed..... \$ _____

6. Total amount due under the above numbered contract, delivery order, task order is as follows:

a. Total Amount Claimed..... \$ _____
b. Total Amount Paid by the Government under
Voucher Nos. _____ thru _____ \$ _____
c. Total Amount (if any) Withheld, Disallowed, etc. (as explained
on the attached sheet)..... \$ _____
d. Total Amount Due..... \$ _____

I, _____, as the _____

(Full Name)

(Title)

of the above named contractor, declare that the above statements are correct in accordance with the records of the contractor.

(Signature)

**CONTRACTOR'S ASSIGNMENT OF
REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS**

OMB Control No.: 2105-0517

Expiration Date: May 31, 2000

This collection of information is mandatory and will be used to fulfill the requirements of the Transportation Acquisition Regulation (TAR). Public reporting burden is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20408; and to the Office of Management and Budget, Information and Regulatory Offices, 726 17th Street, NW, Washington, DC 20503. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2105-0517.

Pursuant to the terms of Contract No. _____ and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, _____ (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over the release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the UNITED STATES TREASURER checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection with; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____,

BY: _____
(CONTRACTOR)

By signature hereon, I, _____, declare that I am the _____ (official title) of the corporation named as Contractor in the foregoing assignment; that _____ signed said assignment on behalf of the Contractor was then _____ of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL) _____

